

REMARKS

In accordance with the foregoing, claims 1, 7 and 10 are amended. No new matter is added. Claims 4-6 are cancelled. Claims 1-3, and 7-10 are pending and under consideration.

INTERVIEW WITH EXAMINER SHEICK AND PRIMARY EXAMINER ZENDER

First, Applicants wish to thank the Examiner and the Primary Examiner for the courtesy of an interview granted to Applicants' representative on June 27, 2007, at which time the outstanding issues in this case were discussed. Arguments similar to the ones developed hereinafter were presented and the Examiner indicated that in light of the arguments, the amended claims appear to make necessary additional search. The Examiner would reconsider the outstanding grounds for rejection upon formal submission of a response.

CLAIM REJECTIONS UNDER 35 USC §101

Claims 4-6 are rejected under 35 U.S.C. §101. Claims 4-6 are cancelled herewith.

CLAIM REJECTIONS UNDER 35 USC §103

Claims 1-10 are rejected under 35 USC §103 as being unpatentable over U.S. Patent No. 7,039,602 to Kapadia et al. (hereinafter "Kapadia") in view of U.S. Patent Application No. 2002/0133387 by Wilson et al. ("Wilson").

Kapadia discloses a method for configuring a product, which includes initiating a configuration session in which a user configures a product, selecting options, then receiving data from an available to promise (ATP) engine regarding the product according to the selected options, and dynamically applying an optimization function with respect to each of the selected options (see, claim 1 of Kapadia).

Claim 1 is amended herewith to specify "receiving formal order-receiving information of the products by the management unit from said customer in response to said shipment guarantee information, the formal order-receiving information including a delivery date which is one of the appointed delivery date or a changed date input by said customer" and "wherein if the delivery date is the changed date input by the customer, the management unit sends a notification to the customer if allocating the shipment volume for said products corresponding to said formal order-receiving information is impossible." The claim amendments are fully supported by the originally filed specification.

Applicants respectfully submit that the indicated portions of Kapadia, and Kapadia's disclosure as a whole does not teach the operations recited in claim 1.

Claim 1 recites a method of providing delivery information for order-received products to a customer in which a customer provides first requirement information, and then, a management unit provides the customer with shipment guarantee information based of the received requirement information. The customer then submits formal order-receiving information, and the management unit formally allocates shipment and sends an allocation confirmation to the customer. Kapadia does not teach or suggest this process. In Kapadia the customer repeatedly selects options narrowing the order according to the availability indicated by the ATP engine. However, each selection starting with the first is final, formal insofar as if the products are available as requested the customers order is considered definitive. That is, the operations recited in claim 1 can be seen as a phase of acquiring information (the first "receiving and the "providing"), and then as a phase of perfecting a contract (the second "receiving" and "formally allocating"). In Kapadia, any of the customer's selection of choices is considered a formal order and the method is biased in that the power of decision and revision of the order is left only to the management side, while the customer is forced to accept the conditions as long as the management side does not require further choice selection. That is, in Kapadia, there is no difference between the customer's requirement information and customer's formal order-receiving information.

Therefore, Kapadia fails to teach or disclose all the features recited in claim 1. Claim 1 and claims 2, and 3 depending for claim 1, patentably distinguishes over the cited prior art at least by reciting "receiving requirement information of products from the customer to a management unit" **AND** "receiving formal order-receiving information of the products by the management unit from said customer in response to said shipment guarantee information..." (while Kapadia makes no difference), as well as by reciting "providing the customer with shipment guarantee information..." **AND** "formally allocating a shipment volume..." as recited in claim 1.

Wilson fails to correct or compensate for the above identified failure of Kapadia in teaching or suggesting all the features of claim 1.

Claim 7 is amended herewith to specify "receiving formal order-receiving information of the products by the management unit from said customer in response to said shipment guarantee information, the formal order-receiving information including a delivery date which is one of the appointed delivery date or a changed date input by said customer" and "wherein if the delivery date is the changed date input by the customer, the management unit sends a notification to the customer if allocating the shipment volume for said products corresponding to

said formal order-receiving information is impossible.”

Kapadia and Wilson alone or in combination fail to render obvious all the features recited in amended claim 7.

Claim 7 and claims 8 and 9 depending from claim 7, patentably distinguish over Kapadia and Wilson alone or in combination, at least by reciting “receiving requirement information...” AND “receiving formal order-receiving information...” (while Kapadia makes no difference), as well as by reciting “providing the customer with shipment guarantee information...” AND “formally allocating a shipment volume...,” as recited in claim 7. Wilson does not correct or compensate for the above identified failure of Kapadia in teaching or suggesting all the features of claim 7.

Claim 10 is amended herewith to specify that “the allocation confirmation includes a delivery date that is an appointed delivery date included in the shipment guarantee information or a changed date included in the formal order-receiving information, or the allocation confirmation is a notification of impossibility to allocate a volume of products at the changed date.” Kapadia and Wilson alone or in combination fail to render obvious all the features of claim 10.

Claim 10 patentably distinguishes over the cited prior art by reciting “a user-interface to receive requirement information, a change to the requirement information **and** formal order-receiving information from the customer and to output shipment guarantee information” (emphasis ours) and “an allocation unit to inquire a production manager system on an estimate volume based on the requirement information, to receive from the production manager available product inventories and to generate the shipment guarantee information which includes a delivery date provisionally allocated to a volume of products in response to the requirement information” as recited therein. Applicants respectfully request the Examiner to specifically address the claim language in his rejection of claim 10. Further claim 10 patentably distinguishes over the cited prior art because Kapadia and Wilson alone or in combination fails to teach or disclose “a formal allocation unit to allocate a volume of products of according to the shipment guarantee information and the formal order-receiving information and to send an allocation confirmation to the customer and a shipping order to a distribution management system.”

CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Serial No. 10/057,882

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: Aug. 2, 2007

By: L. Todor
Luminita A. Todor
Registration No. 57,639

1201 New York Avenue, NW, 7th Floor
Washington, D.C. 20005
Telephone: (202) 434-1500
Facsimile: (202) 434-1501